

to pay her such proportion of the purchase money, as she may, under the rule of this court, be entitled to receive, in lieu of her dower in the land, with interest thereon, from the death of her husband.

The answer admits that the legal title was acquired by the said Robert W. Bowie, by the deed of November, 1843, but insists that said Bowie, prior thereto, and whilst he had only contracted to purchase said land, and to pay therefor a large sum of money, contracted to sell the same to the defendant free and clear of all incumbrances, and alleges that, in pursuance of said contract, he, the defendant, made large payments to said Bowie, which payments, or a large portion thereof, were applied by him to the obtention of the legal title.

It further alleges, that Bowie died insolvent, having failed to obtain a release of the dower right of the complainant, which, if not relieved against, will constitute an incumbrance on said land; and, that, therefore, the defendant is entitled to compensation and reimbursement for so much of his payments to said Bowie as were applied as aforesaid, and that from the value of the complainant's dower interest, if she shall be decreed to have such interest in this land, the said payments are to be deducted.

The case was submitted for hearing by the complainant's solicitor, on bill and answer, during the sittings of July term, 1849, and was, during the sittings, argued by him, no one appearing for the defendant, and was, at the end of the sittings, submitted for decree or order. Upon which submission the Chancellor said :]

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THE CHANCELLOR :

It does not appear when Mr. Bowie died, nor what is the age and condition of health of his widow; and, therefore, an order fixing the proportion of the money to which she may be entitled in lieu of dower, could not be passed.

The bill prays either for an assignment of dower, or an equivalent therefor in money; but this equivalent it is proposed to regulate by the amount which Berry, the defendant, agreed